

CHAPMAN AND CUTLER

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DEC 31 1992 -11 05 AM

INTERSTATE COMMERCE COMMISSION

Mr. Sidney L. Strickland, Jr., Secretary
Interstate Commerce Commission
Twelfth Street & Constitution Avenue, N.W.
Washington, DC 20423

December 31, 1992

INTERSTATE COMMERCE COMMISSION

INTERSTATE COMMERCE COMMISSION

Re: Southern Pacific Transportation Company
Leveraged Lease Financing of Open Hopper Cars

Dear Mr. Strickland:

We are enclosing for recording pursuant to Section 11303 of Title 49 of the United States Code an original and five counterparts of each of the primary documents and each of the secondary documents described below, which secondary documents are related to the enclosed primary documents. The undersigned has acted as special counsel in connection with the preparation of the enclosed documents and has knowledge of the matters set forth therein.

The enclosed primary documents are as follows:

Equipment Lease dated as of December 15, 1992, between U.S. Trust Company of California, N.A., as lessor (the "Lessor"), and Southern Pacific Transportation Company, as lessee (the "Lessee").

Trust Indenture and Security Agreement dated as of December 15, 1992 between U.S. Trust Company of California, N.A., as owner trustee (the "Owner Trustee"), and The Bank of New York, as indenture trustee (the "Indenture Trustee").

The enclosed secondary documents are as follows:

Lease Supplement No. 1 dated December 31, 1992, between the Lessor and the Lessee. The primary document to which this Lease Supplement No. 1 is connected is the Equipment Lease referred to above and which is being submitted for recording concurrently herewith.

Trust Indenture Supplement No. 1 dated December 31, 1992, of the Owner Trustee. The primary document to which this Trust Indenture Supplement No. 1 is

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DEC 31 1992 -11 05 AM

50 South Main Street
Salt Lake City, Utah 84144
(801) 533-0066

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DEC 31 1992 -11 05 AM

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DEC 31 1992 -11 05 AM

Handwritten signatures and initials:
Cutler
Chapman
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connected is the Trust Indenture and Security Agreement referred to above and which is being submitted for recording concurrently herewith.

The names and addresses of the parties to the documents are as follows:

EQUIPMENT LEASE AND LEASE SUPPLEMENT NO. 1:

Lessee: Southern Pacific Transportation Company
Southern Pacific Building
One Market Plaza
San Francisco, California 94105

Lessor: U.S. Trust Company of California, N.A.,
as Owner Trustee
555 South Flower Street
Los Angeles, California 90071

TRUST INDENTURE AND SECURITY AGREEMENT:

Owner Trustee: U.S. Trust Company of California, N.A.,
as Owner Trustee
555 South Flower Street
Los Angeles, California 90071

Indenture Trustee: The Bank of New York
101 Barclay Street
New York, New York 10007

TRUST INDENTURE SUPPLEMENT NO. 1:

Owner Trustee: U.S. Trust Company of California, N.A.,
as Owner Trustee
555 South Flower Street
Los Angeles, California 90071

The Equipment Lease provides, *inter alia*, for the lease by the Lessor to the Lessee of certain open hopper cars (the "*Items of Equipment*"). The Trust Indenture and Security Agreement provides, *inter alia*, for the granting of a security interest in the Items of Equipment in favor of the Indenture Trustee in order to secure the Owner Trustee's performance of certain obligations under the Trust Indenture and any Trust Indenture Supplement executed and delivered from time to time and the Lessee's performance of certain obligations under the Equipment Lease and any Lease Supplement executed and

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delivered from time to time. Lease Supplement No. 1 provides, *inter alia*, for the Equipment Lease to apply to the 300 open hopper cars bearing the road numbers set forth in Exhibit A to Lease Supplement No. 1, namely the road numbers set forth in Schedule 1 hereto. Trust Indenture Supplement No. 1 provides, *inter alia*, for the Trust Indenture to apply to the 300 open hopper cars bearing the road numbers set forth in Schedule 1 to Trust Indenture Supplement No. 1, namely the road numbers set forth in Schedule 1 hereto.

A general description of the equipment covered as of the date hereof by the aforesaid documents is set forth in Schedule 1 attached to this letter and made a part hereof.

A fee of sixty-four dollars (\$64.00) is enclosed. Please time and date stamp the enclosed copy of each of the enclosed documents along with the extra copy of this letter as proof of filing and recordation of the enclosed documents and return the original and any extra copies of such documents and this letter not needed by the Commission for recordation to:

Ross D. Taylor
Chapman and Cutler
111 West Monroe Street
Chicago, Illinois 60603

A short summary of each of the documents to appear in the index follows:

(1) EQUIPMENT LEASE:

Equipment Lease dated as of December 15, 1992 between U.S. Trust Company of California, N.A., as Lessor, 555 South Flower Street, Los Angeles, California 90071, and Southern Pacific Transportation Company, as Lessee, Southern Pacific Building, One Market Plaza, San Francisco, California 94105, covering open hopper cars bearing the road numbers set forth in such Lease Supplements as may be executed and delivered from time to time pursuant to such Equipment Lease.

(2) TRUST INDENTURE AND SECURITY AGREEMENT :

Trust Indenture and Security Agreement dated as of December 15, 1992 between U.S. Trust Company of California, N.A., as Owner Trustee, 555 South Flower Street, Los Angeles, California 90071 and The Bank of New York, as Indenture Trustee, 101 Barclay Street, New York, New York 10007, covering open hopper cars bearing the road numbers set forth in such Trust Indenture Supplements as may be executed and delivered from time to time pursuant to such Trust Indenture and Security Agreement.

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(3) LEASE SUPPLEMENT NO. 1:

Lease Supplement No. 1 dated December 31, 1992 between U.S. Trust Company of California, N.A., as Lessor, 555 South Flower Street, Los Angeles, California 90071, and Southern Pacific Transportation Company, as Lessee, Southern Pacific Building, One Market Plaza, San Francisco, California 94105, covering 300 open hopper cars bearing the road numbers set forth in Exhibit A to such Lease Supplement No. 1, namely road numbers set forth in Schedule 1 hereto. Lease Supplement No. 1 is related to the Equipment Lease dated as of December 15, 1992 which is filed concurrently herewith.

(4) TRUST INDENTURE SUPPLEMENT NO. 1:

Trust Indenture Supplement No. 1 dated December 31, 1992 of U.S. Trust Company of California, N.A., 555 South Flower Street, Los Angeles, California 90071, covering 300 open hopper cars bearing the road numbers set forth in Schedule 1 to such Trust Indenture Supplement No. 1, namely road numbers set forth in Schedule 1 hereto. Trust Indenture Supplement No. 1 is related to the Trust Indenture and Security Agreement dated as of December 15, 1992 which is filed concurrently herewith.

Very truly yours,

CHAPMAN AND CUTLER

By



Ross D. Taylor

RDT:
Enclosures

DEC 31 1992 - 11 05 AM

TRUST INDENTURE SUPPLEMENT NO. 1

INTERSTATE COMMERCE COMMISSION

THIS TRUST INDENTURE SUPPLEMENT NO. 1, dated December 31, 1992, (this "*Indenture Supplement*"), of U.S. TRUST COMPANY OF CALIFORNIA, N.A., a national banking association, not in its individual capacity but solely as trustee (the "*Owner Trustee*") under the Trust Agreement dated as of December 15, 1992 (the "*Trust Agreement*");

WITNESSETH:

WHEREAS, Trust Indenture and Security Agreement dated as of December 15, 1992 (the "*Indenture*"), between the Owner Trustee and THE BANK OF NEW YORK, as Indenture Trustee (the "*Indenture Trustee*"), provides for the execution and delivery of Indenture Supplements thereto substantially in the form hereof which shall particularly describe the Equipment and shall specifically mortgage the Equipment to the Indenture Trustee; and

WHEREAS, the Indenture relates to the Equipment described on Schedule 1 attached hereto and made a part hereof;

NOW, THEREFORE, in order to secure the prompt payment of the principal of, and premium, if any, and interest on all of the Notes from time to time outstanding under the Indenture and the performance and observance by the Owner Trustee of all the agreements, covenants and provisions in the Indenture for the benefit of the holders of the Notes and in the Notes, subject to the terms and conditions of the Indenture, and in consideration of the premises and of the covenants contained in the Indenture and of the acceptance of the Notes by the holders thereof, and of the sum of \$1.00 paid to the Owner Trustee by the Indenture Trustee at or before the delivery hereof, the receipt whereof is hereby acknowledged, the Owner Trustee (i) has sold, assigned, transferred, pledged and confirmed, and does hereby sell, assign, transfer, pledge and confirm, the property comprising the Equipment described on Schedule 1 attached hereto, and (ii) has sold, assigned, transferred and set over, all of the right, title and interest of the Owner Trustee under, in and to the Lease Supplement of even date herewith with respect to the Equipment described on Schedule 1 hereto (excluding, however, any rights to Excepted Property thereunder), to the Indenture Trustee, its successors and assigns, in the trust created by the Indenture for the benefit of the holders from time to time of the Notes.

To have and to hold all and singular the aforesaid property unto the Indenture Trustee, its successors and assigns, in trust for the benefit and security of the holders from time to time of the Notes and for the uses and purposes and subject to the terms and provisions set forth in the Indenture.

This Supplement shall be construed as supplemental to the Indenture and shall form a part of it, and the Indenture is hereby incorporated by reference herein and is hereby ratified, approved and confirmed.

This Supplement may be executed by the Owner Trustee in separate counterparts, each of which when so executed and delivered is an original, but all such counterparts shall together constitute but one and the same Supplement.

AND FURTHER, the Owner Trustee hereby acknowledges that the Equipment referred to in the attached Schedule 1 has been delivered to the Owner Trustee and is included in the property of the Owner Trustee covered by all the terms and conditions of the Trust Agreement, subject to the pledge or mortgage thereof under the Indenture.

IN WITNESS WHEREOF, the Owner Trustee has caused this Indenture Supplement to be duly executed by one of its duly authorized officers, as of the day and year first above written.

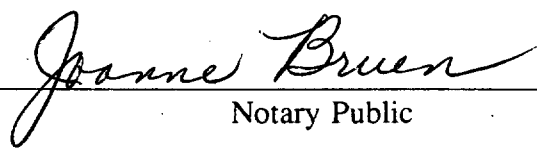
U.S. TRUST COMPANY OF CALIFORNIA, N.A.,
not in its individual capacity, but solely as
Owner Trustee

By 
Its Authorized Signatory

Executed this 29th day of December, 1992
in Oak Park, Illinois.

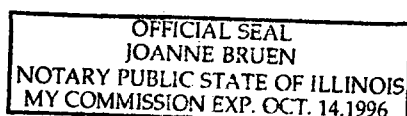
STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

On this 29th day of December, 1992, before me personally appeared Louis P. Young, to me personally known, who being by me duly sworn, say that he is an Authorized Signatory of U.S. TRUST COMPANY OF CALIFORNIA, N.A., that said instrument was signed on such date on behalf of said corporation by authority of its Board of Directors, and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.


Notary Public

[NOTARIAL SEAL]

My commission expires:



DESCRIPTION OF ITEMS OF EQUIPMENT

UNITS	DESCRIPTION OF UNITS	MANUFACTURER	UNIT NUMBERS	EQUIPMENT COST PER ITEM	TOTAL EQUIPMENT COST
300	100-ton, 2100 cu. ft. Open Hopper Cars	Greenville Steel Car Company	ATW 9001-9300	\$36,548	\$10,964,400